

**STATE OF CONNECTICUT
DEPARTMENT OF PUBLIC HEALTH
FACILITY LICENSING AND INVESTIGATIONS SECTION**

IN RE: Hbr Stamford LLC of Albuquerque, N.M.
d/b/a St Camillus Rehabilitation and Nursing Center
494 Elm Street
Stamford, CT 06902

HBR Stamford LLC (a Delaware Limited Liability Company)
CONSENT AGREEMENT

WHEREAS, Hbr Stamford LLC of Albuquerque, N.M., d/b/a St. Camillus Rehabilitation and Nursing Center (hereinafter the "Licensee"), has been issued License No. 2322 to operate a Chronic and Convalescent Nursing Home known as St. Camillus Rehabilitation and Nursing Center, (hereinafter the "Facility") under Connecticut General Statutes Section 19a-490 by the Department of Public Health, State of Connecticut (hereinafter the "Department"); and

WHEREAS, the Facility Licensing and Investigations Section (hereinafter the "FLIS") of the Department conducted unannounced inspections on various dates commencing on July 15, 2008 and concluding on July 23, 2008; and

WHEREAS, the Department, during the course of the aforementioned inspections identified violations of the Connecticut General Statutes and/or Regulations of Connecticut State Agencies in a violation letter dated October 14, 2008 (Exhibit A – copy attached); and

WHEREAS, an office conference regarding the October 14, 2008 violation letter was held between the Department and the Licensee on November 5, 2008 and November 25, 2008; and

WHEREAS, the parties desire to resolve this matter without further proceedings by entering into this Consent Agreement; and

WHEREAS, the Licensee is willing to enter into this Consent Agreement **without admitting wrong doing** and agrees to the conditions set forth herein.

NOW THEREFORE, the FLIS of the Department acting herein and through Joan Leavitt its Section Chief, and the Licensee, acting herein and through Ray Thivierge, its Senior Vice President of Operations of the NE Division, hereby stipulate and agree as follows:

1. The Licensee shall execute a contract with an Independent Nurse Consultant (INC) approved by the Department within two (2) weeks of the effective date of this Consent Agreement. The INC's duties shall be performed by a single individual unless otherwise approved by the Department. The Licensee shall incur the cost of the INC.
2. The INC shall function in accordance with the FLIS' INC Guidelines (Exhibit B - copy attached). The INC shall be a registered nurse who holds a current and unrestricted license in Connecticut. The Registered Nurse assuming the functions of the INC shall not be included in meeting the nurse staffing requirements of the Regulations of Connecticut State Agencies.
3. The INC shall provide consulting services for a minimum of six (6) months at the Facility unless the Department identifies through inspections that a shorter or longer time period is necessary to ensure substantial compliance with applicable federal and state statutes and regulations. The INC shall be at the Facility forty (40) hours per week and arrange his/her schedule in order to be present at the Facility at various times on all three shifts including holidays and weekends. The Department will evaluate the hours of the INC subsequent to an inspection conducted by the Department. The Department may, in its discretion, reduce or increase the hours and/or minimum number of months required and/or responsibilities of the INC, if the Department determines the reduction or increase is warranted. The terms of the contract executed with the INC shall include all pertinent provisions contained in this Consent Agreement.
4. The INC shall act and perform the duties assigned herein at all times to serve the interest of the Department in assuring the safety, welfare and well-being of the patients and to secure compliance with applicable federal and state law and shall not accept any direction or suggestion from the Licensee or its employees that will deter or interfere in fulfilling this obligation.
5. The INC shall conduct and submit to the Department an initial assessment of the Licensee's regulatory compliance and identify areas requiring remediation within two (2) weeks of assuming the position of INC.
6. The INC shall confer with the Licensee's Administrator, Director of Nursing Services, Medical Director and other staff determined by the INC to be necessary to the assessment of nursing services and the Licensee's compliance with federal and state statutes and regulations.

7. The INC shall make recommendations to the Licensee's Administrator, Director of Nursing Services and Medical Director for improvement in the delivery of direct patient care in the facility. If the INC and the Licensee are unable to reach an agreement regarding the INC's recommendation(s), the Department, after meeting with the Licensee and the INC shall make a final determination, which shall be binding on the Licensee.
8. The INC shall submit weekly written reports to the Department documenting:
 - a. The INC's assessment of the care and services provided to patients;
 - b. The Licensee's compliance with applicable federal and state statutes and regulations; and
 - c. Any recommendations made by the INC and the Licensee's response to implementation of the recommendations.
9. Copies of all INC reports shall be simultaneously provided to the Director of Nurses, Administrator, Medical Director and the Department.
10. The INC shall have the responsibility for:
 - a. Assessing, monitoring, and evaluating the delivery of direct patient care with particular emphasis and focus on the delivery of nursing services by registered nurses, licensed practical nurses, nurse aides, and orderlies and implementing prompt training and/or remediation in any area in which a staff member demonstrated a deficit. Records of said training and/or remediation shall be maintained by the Licensee for review by the Department;
 - b. Assessing, monitoring, and evaluating the coordination of patient care and services delivered by the various health care professionals providing services;
 - c. Recommending to the Department an increase in the INC's contract hours if the INC is unable to fulfill the responsibilities within the stipulated hours per week; and
 - d. Monitoring the continued implementation of the Licensee's plan of correction submitted in response to the violation letter dated October 14, 2008 (Exhibit A).
11. The INC, the Licensee's Administrator, and the Director of Nursing Services shall meet or have telephone conferences with the Department every six (6) weeks for the first three (3) months after the effective date of this Consent Agreement and thereafter at twelve (12) week intervals throughout the tenure of the INC. The meetings or telephone conferences shall include discussions of issues related to the care and services

- provided by the Licensee and the Licensee's compliance with applicable federal and state statutes and regulations.
12. Any records maintained in accordance with any state or federal law or regulation or as required by this Consent Agreement shall be made available to the INC and the Department, upon request.
 13. The Department shall retain the authority to extend the period the INC functions are required, should the Department determine that the Licensee is not able to maintain substantial compliance with federal and state laws and regulations. Determination of substantial compliance with federal and state laws and regulations will be based upon findings generated as the result of onsite inspections conducted by the Department.
 14. Within fourteen (14) days of the execution of this Consent Agreement the Director of Nurses shall develop and/or review and revise, as necessary, policies and procedures related to physical assessment of patients with pressure ulcers, pressure ulcer prevention and treatment, documentation and tracking of pressure ulcers, care planning, interventions pertinent to pressure ulcers, and turning and repositioning of patients.
 15. Within twenty-one (21) days of the effect of the Consent Agreement all Facility nursing staff shall be inserviced, to the policies and procedures identified in paragraph number fourteen (14).
 16. The Facility's medical staff shall review all policies and procedures related to skin integrity and primary physicians shall examine and document their examinations of pressure sores during each visit.
 17. Effective upon the execution of this Consent Agreement, the Licensee, through its Governing Body, Administrator and Director of Nursing Services, shall ensure substantial compliance with the following:
 - a. Sufficient nursing personnel are available to meet the needs of the patients;
 - b. Patients are maintained, clean, comfortable and well groomed;
 - c. Patient treatments, therapies and medications are administered as prescribed by the physician and in accordance with each patient's comprehensive care plan;
 - d. Patient assessments are performed in a timely manner and accurately reflect the condition of the patient;
 - e. Each patient care plan is reviewed and revised to reflect the individual patient's problems, needs and goals, based upon the patient assessment and in accordance with applicable federal and state laws and regulations;

- f. Nurse aide assignments accurately reflect patient needs;
 - g. Each patient's nutritional and hydration needs are assessed and monitored in accordance with his/her individual needs and plan of care;
 - h. The personal physician or covering physician is notified in a timely manner of any significant changes in patient condition including, but not limited to, decline in skin integrity, presence of any infection, and deterioration of mental, physical, nutritional, and/or hydration status. In the event that the personal physician does not adequately respond to the patient's needs or if the patient requires immediate care, the Medical Director is notified;
 - i. Patient's with pressure sores and/or impaired skin integrity are provided with the necessary care to treat and prevent pressure sores and/or impaired skin integrity. Wounds, including pressure sores, are monitored and assessed in accordance with current regulations and standards of practice;
 - j. Necessary supervision and assistive devices are provided to prevent accidents;
 - k. Policies and procedures related to dehydration prevention will be reviewed and revised to include, in part, notification of the attending physician or medical director when the patient's fluid intake does not meet their assessed needs; and
 - l. Patient injuries of unknown origin are thoroughly investigated, tracked, and monitored.
18. Effective upon the execution of this Consent Agreement, the Licensee shall appoint a free floating Registered Nurse Supervisor on each shift whose primary responsibility is the assessment of patients and the care provided by nursing staff. A nurse supervisor shall maintain a record of any patient related issue(s) or problem(s) identified on his or her shift and a notation as to the subsequent action taken to resolve the problem(s). Such records shall be made available to the Department upon request and shall be retained for a two (2) year period.
19. Individuals appointed as Nurse Supervisor shall be employed by the facility, shall not carry a patient assignment and shall have previous experience in a supervisory role.
20. Nurse Supervisors shall be provided with the following:
- a. A job description which clearly identifies the supervisor's day-to-day duties and responsibilities;

- b. A training program which clearly delineates each Nurse Supervisor's responsibilities and duties with respect to patient and staff observations, interventions and staff remediation;
 - c. Nurse Supervisors shall be supervised and monitored by a representative of the Licensee's Administrative Staff, (e.g. Director of Nursing Service or Assistant Director of Nursing Service) to ensure the Nurse Supervisors are functioning in accordance with this Consent Agreement and state and federal requirements. Said administrative supervising and oversight shall be provided on all three (3) shifts on an irregular schedule of visits. Records of such administrative visits and supervision shall be retained for the Department's review; and
 - d. Nurse Supervisors shall be responsible for ensuring that all care is provided to patients by all caregivers is in accordance with individual comprehensive care plans and that staff receive immediate remediation should they fail to implement facility policy.
21. The Licensee, within seven (7) days of the execution of this document, shall designate an individual within the Facility to monitor the requirements of this Consent Agreement. The name of the designated individual shall be provided to the Department within said timeframe.
22. The Licensee shall review its Quality Assurance Program (QAP) to identify why the program failed to identify the quality of care issues identified in the violation letter dated October 14, 2008. The members of the QAP shall meet at least monthly to review and address the quality of care provided to patients and, if applicable, implement remediation measures that shall provide identification of issues in a timely manner. Membership shall at a minimum, include the Administrator, Director of Nurses, Infection Control Nurse, Nurse Supervisors, and the Medical Director. Minutes of the QAP meetings shall be kept for a minimum of three (3) years and made available for review upon request of the Department.
23. The Licensee shall pay a monetary penalty to the Department in the amount of three thousand five hundred dollars (\$3,500.00), by money order or bank check payable to the Treasurer of the State of Connecticut and mailed to the Department within (2) weeks of the effective date of this Consent Agreement. The money penalty and any reports required by this document shall be directed to:

Maria Cardona, R.N., M.S.N.

Supervising Nurse Consultant
Facility Licensing and Investigations Section
Department of Public Health
410 Capitol Avenue, P.O. Box 340308 MS #12HSR
Hartford, CT 06134-0308

24. All parties agree that this Consent Agreement is an Order of the Department with all of the rights and obligations pertaining thereto and attendant thereon. Nothing herein shall be construed as limiting the Department's available legal remedies against the Licensee for violations of the Consent of any other statutory or regulatory requirements, which may be sought in lieu of or in addition to the methods of relief listed above, including all options for the issuance of citations, the imposition of civil penalties calculated and assessed in accordance with Section 19a-524 et seq. of the General Statutes, or any other administrative and judicial relief provided by law. This Consent Agreement may be admitted by the Department as evidence in any proceeding between the Department and the Licensee in which compliance with its terms is at issue. The Licensee retains all of its rights under applicable law.
25. The execution of this document has no bearing on any criminal liability without the written consent of the Director of the MFCU or the Bureau Chief of the Department of Criminal Justice's Statewide Prosecution Bureau.
26. The terms of this Consent Agreement shall remain in effect for a period of two (2) years from the effective date of this document unless otherwise specified in this document.
27. The Licensee understands that this Consent Agreement and the terms set forth herein are not subject to reconsideration, collateral attack or judicial review under any form or in any forum including any right to review under the Uniform Administrative Procedure Act, Chapter 368a of the Statutes, Regulations that exists at the time the agreement is executed or may become available in the future, provided that this stipulation shall not deprive the Licensee of any other rights that it may have under the laws of the State of Connecticut or of the United States.
28. Should the Licensee not be able to maintain substantial compliance with the requirements of the Consent Agreement the Department retains the right to issue charges including those identified in the October 14, 2008 violation letter referenced in this document, and the Licensee retains all rights under applicable law to challenge such charges, without prejudice.
29. The Licensee had the opportunity to consult with an attorney prior to the execution of this Consent Agreement.

WITNESS WHEREOF, the parties hereto have caused this Consent Agreement to be executed by their respective officers and officials, which Consent Agreement is to be effective as of the later of the two dates noted below.

4/22/09
Date

By: HBR Stamford, LLC of Albuquerque, NM
Ray Thivierge, Senior Vice President of Operations of the NE Division.

STATE OF NEW HAMPSHIRE

County of ROCKINGHAM ss APRIL 22 2009

Personally appeared the above named RAYMOND THIVIERGE and made oath to the truth of the statements contained herein.

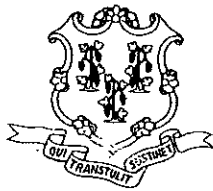
My Commission Expires JAY WOLK, Notary Public
(If Notary Public) My Commission Expires September 19, 2012

[Signature]
Notary Public ☒
Justice of the Peace ☐
Town Clerk ☐
Commissioner of the Superior Court ☐

STATE OF CONNECTICUT,
DEPARTMENT OF PUBLIC HEALTH

April 30, 2009
Date

By: [Signature]
Joan D. Leavitt, R.N., M.S., Section Chief
Facility Licensing and Investigations Section



STATE OF CONNECTICUT

DEPARTMENT OF PUBLIC HEALTH

EXHIBIT A
PAGE 1 OF 5

October 14, 2008

Michael LaManga, Administrator
St. Camillus Rehabilitation & Nursing Center
494 Elm Street
Stamford, CT 06902

Dear Mr. LaManga:

Unannounced visits were made to St. Camillus Rehabilitation & Nursing Center on October 2 and 3, 2008 by representatives of the Facility Licensing and Investigations Section of the Department of Public Health for the purpose of conducting a certification inspection.

Attached are the violations of the Regulations of Connecticut State Agencies and/or General Statutes of Connecticut which were noted during the course of the visits.

You may wish to dispute the violations and you may be provided with the opportunity to be heard. If the violations are not responded to by October 28, 2008 or if a request for a meeting is not made by the stipulated date, the violations shall be deemed admitted.

Please address each violation with a prospective plan of correction which includes the following components:

1. Measures to prevent the recurrence of the identified violation, (e.g., policy/procedure, inservice program, repairs, etc.).
2. Date corrective measure will be effected.
3. Identify the staff member, by title, who has been designated the responsibility for monitoring the individual plan of correction submitted for each violation.

If there are any questions, please do not hesitate to contact this office at (860) 509-7400.

Respectfully,

Rosella Crowley, R.N.
Supervising Nurse Consultant
Facility Licensing and Investigations Section

RAC:lsj

c. Director of Nurses
Medical Director
President



Phone: (860) 509-7400
Telephone Device for the Deaf (860) 509-7191
410 Capitol Avenue - MS # 12HSR
P.O. Box 340308 Hartford, CT 06134
An Equal Opportunity Employer

DATES OF VISIT: October 2 and 3, 2008

EXHIBIT A

THE FOLLOWING VIOLATION(S) OF THE REGULATIONS OF CONNECTICUT
STATE AGENCIES AND/OR CONNECTICUT GENERAL STATUTES
WERE IDENTIFIED

The following is a violation of the Regulations of Connecticut State Agencies Section 19-13-D&t (f) Administrator (3)(D) and/or (j) Director of Nurses (2) and/or Connecticut General Statutes 19a-550..

1. Based on clinical record review, review of facility grievance files, and interviews for one of three sampled residents with allegations of neglect (R#600), the facility failed to ensure that the resident received timely and appropriate care when the colostomy bag leaked over the resident's clothing and bed resulting in the resident waiting 5 hours for assistance. The findings include:
 - a. Resident #600's diagnoses included end stage renal disease, gastrointestinal bleed with colostomy, and malnutrition with gastrostomy tube placement. An assessment dated 9/25/08 identified that the resident was without cognitive impairment, required extensive assist with dressing, and total care with personal hygiene and bathing. A resident care plan dated 8/7/08 indicated assist was to be provided as needed for bathing, dressing and grooming.

A facility grievance record dated 9/12/08 identified that the resident reported to the social worker that on 9/11/08 after returning from dialysis (approximately 3 PM), the resident asked for the nurse to come change the colostomy bag which had leaked all over the bed, and clothing. The record further indicated that the resident reported he/she rang the call bell repeatedly, but the colostomy care and cleaning of stool was not performed until after 8 PM.

A written statement from NA#1 noted that the resident had reported that the bag, clothing and bed required changing. NA#1 stated that she reported it to the nurse who was with another resident at the time. NA#1 did not note what time the care was actually provided in the written statement. The nurse was an agency nurse, who in a written statement identified that she "forgot" about the treatment, and apologized.

During interview with the resident on 10/3/08 at 9:45AM, the resident noted that he/she repeatedly rang the call bell to get someone to help clean up the stool that was all over the clothing and bed, that the nurse stated that she was too busy to get to the treatment, and that the nurse never apologized for making the resident wait 5 hours for the treatment and cleansing of stool. The resident further noted that the same thing happened again after the 9/11/08 incident although he/she could not recall the date and he/she reported that incident to the ADON.

During an interview with the ADON on 10/3/08 at 11:00 AM, she identified the resident reported the incident to her on 9/12/08 and she immediately reported the incident to the director of nursing and requested the agency nurse not return to the facility.

Interview with the acting DNS on 10/3/08 at 9:15 AM noted that she was aware of the

DATES OF VISIT: October 2 and 3, 2008

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allegations and had investigated, but she did not complete a reportable event form or report the allegations to the authorities because she felt that the nurse just "forgot".

Subsequent to surveyor inquiry, the corporate Division Director of Nursing investigated the incident and concluded that the allegations were substantiated. The incident was then reported to authorities.

The following is a violation of the Regulations of Connecticut State Agencies Section 19-13-D8t (f) Administrator (3)(A) and/or (g) Reportable Events (3) and/or (6) and/or (j) Director of Nurses (2).

2. Based on clinical record reviews, review of facility grievance documentation and interviews for 3 of 3 sampled residents with allegations of neglect and/or mistreatment by staff (R#600, 601, 602), the facility failed to ensure that all allegations of neglect and/or abuse were immediately reported to authorities and thoroughly investigated. The findings include:

- a. Resident #600's diagnoses included end stage renal disease, gastrointestinal bleed with colostomy, and malnutrition with gastrostomy tube placement.

A facility grievance record dated 9/12/08 identified that the resident reported to the social worker that on 9/11/08 after returning from dialysis (approximately 3 PM), the resident asked for the nurse to come change the colostomy bag which had leaked all over the bed, and clothing. The record further indicated that the resident reported he/she rang the call bell repeatedly, but the colostomy care and cleaning of stool was not performed until after 8 PM.

A written statement from NA#1 noted that the resident had reported that the bag, clothing and bed required changing. NA#1 stated that she reported it to the nurse who was with another resident at the time. NA#1 did not note what time the care was actually provided in the written statement. The nurse was an agency nurse, who in a written statement identified that she "forgot" about the treatment, and apologized.

During interview with the resident on 10/3/08 at 9:45 AM, the resident noted that he/she repeatedly rang the call bell to get someone to help clean up the stool that was all over the clothing and bed, that the nurse stated that she was too busy to get to the treatment, and that the nurse never apologized for making the resident wait 5 hours for the treatment and cleansing of stool. The resident further noted that the same thing happened again after the 9/11/08 incident although he/she could not recall the date and he/she reported that incident to the ADON.

Interview with the acting DNS on 10/3/08 at 9:15 AM noted that she was aware of the allegations and had investigated, but she did not complete a reportable event form or

DATES OF VISIT: October 2 and 3, 2008

EXHIBIT A

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report the allegations to the authorities because she felt that the nurse just "forgot". She was unable to provide evidence that the allegation of neglect had been reported or thoroughly investigated to determine how long the resident had been left unattended.

Subsequent to surveyor inquiry, the corporate Division Director of Nursing investigated the incident and concluded that the allegations were substantiated. The incident was then reported to authorities.

- b. Resident #602 's diagnoses included arthritis, obstructive sleep apnea, and diabetes. The quarterly assessment dated 8/4/08 identified that the resident was without cognitive or memory impairments, had no problem behaviors, and required assistance from staff for all activities of daily living including dressing, bathing and personal hygiene. The care plan dated 8/12/08 identified an alteration in communication related to a language barrier. Interventions included using an interpreter or language/communication board.

A facility grievance report dated 9/28/08 identified that the resident 's daughter reported to staff that the nurse aide caring for the resident that day yelled at the resident to get out of bed, rushed the resident into the bathroom and then did not assist with bathing.

Interview and review of the grievance with the acting DNS on 10/3/08 at 9:15 AM noted that she had not completed a reportable event form and had not reported the allegation to authorities. She indicated that investigations were in progress and the surveyor asked to see what had been done up to that point. At 12:15 PM, the Corporate Division Director of Nursing stated that the allegations had not been investigated.

Subsequent to surveyor inquiry, the allegation of abuse and neglect was reported to authorities and investigated. The social worker interviewed the resident with an interpreter on 10/3/08 and the resident reiterated the allegation. The resident noted that the nurse aide (NA#1), who he/she had not seen before, came into the room at 8 AM, and yelled at him/her to get up and get to the bathroom. The resident noted that he/she informed the aide that he/she needed help bathing and getting dressed and the aide said to do it yourself. The resident received no help with bathing. NA#1 was interviewed via phone, denied the allegations, and stated that she knew nothing about the resident.

- c. Resident #601 's diagnoses included Alzheimer 's disease and schizophrenia. The initial assessment dated 9/3/08 identified that the resident was severely cognitively impaired, required extensive assistance from staff for bathing, toileting, and personal hygiene, and was occasionally incontinent of bowel and bladder.

A facility grievance report dated 9/30/08 identified that the resident 's sister visited on 9/28/08 at 12:30-1 PM and found the resident soaking wet and double diapered. The report indicated that the sister reported it to the nurse and that the sister changed and

DATES OF VISIT: October 2 and 3, 2008

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cleaned the resident herself.

Interview and review of the grievance with the acting DNS on 10/3/08 at 9:15 AM noted that she had not completed a reportable event form and had not reported the allegation to authorities. She indicated that investigations were in progress and the surveyor asked to see what had been done up to that point. At 12:15 PM, the Corporate Division Director of Nursing stated that the allegations had not been investigated.

Subsequent to surveyor inquiry, the allegation of abuse and neglect was reported to authorities and investigated. The resident had been transferred to another facility, but family was interviewed via phone and verified the report noting that they had informed the nurse on 9/28/08 of the problem. NA#1 was interviewed via phone, denied the allegations, and stated she knew nothing about the resident. Interviews with all staff on duty that day failed to identify a " nurse " that had been informed by the family of the double diaper.

FLIS Independent Nurse Consultant Guidelines

Relationship between Independent Nurse Consultant (INC) and DPH includes:

- An INC is utilized as a component of DPH's regulatory remedy process. An INC may be agreed upon as a part of a Consent Order between the institution and the Department when significant care and service issues are identified.
- The INC has a fiduciary or special relationship of trust, confidence and responsibility with the Department.
- The INC's responsibilities include:
 - Reporting to the Department issues and concerns regarding quality of care and services being provided by the institution.
 - Monitoring the institution's plan of correction to rectify deficiencies and violations of federal/state laws and regulations. Reports to Department positive and negative issues related to said oversight.
 - Assessing administration's ability to manage and the care/services being provided by staff.
 - Weekly reporting to the Department of issues identified, plans to address noncompliance and remediation efforts of the institution.

Relationship between INC and the Institution:

- The INC maintains a professional and objective relationship with the institutional staff. The INC is a consultant, not an employee of the institution. The INC exercises independent judgment and initiative to determine how to fully address and complete her/his responsibilities. The institution does not direct or supervise the INC but must cooperate with and respond to requests of the INC related to her fulfilling her/his duties.
- The INC's responsibilities include:
 - Assessment of staff in carrying out their roles of administration, supervision and education.
 - Assessment of institution's compliance with federal/state laws and regulations.
 - Recommendations to institutional administration regarding staff performance.
 - Monitoring of care/services being provided.
 - Assists staff with plans of action to enhance care and services within the institution.
 - Recommendation of staff changes based on observations and regulatory issues.
 - Weekly reports to the institution re: assessments, issues identified, and monitoring of plans of correction.
 - Promotes staff growth and accountability.
 - May present some inservices but primary function is to develop facility resources to function independently.
 - Educates staff regarding federal/state laws and regulations.